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16
17 **UNITED STATES DISTRICT COURT**
18
CENTRAL DISTRICT OF CALIFORNIA

19
20 **WESTERN DIVISION**

21 Mar Vista Entertainment, LLC, The Ninth
22 House, LLC and Ninth Dark, LLC,

23 Plaintiffs,

24 vs.

25 THQ Nordic AB,

26 Defendant.

27
28 CASE NO. 2:23-cv-06924-MEMF(SKx)

~~PROPOSED~~ STIPULATED
PROTECTIVE ORDER

1 THQ Nordic AB,
2

3 Counter-complainant,
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5 vs.
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7 Mar Vista Entertainment, LLC, The Ninth
8 House, LLC and Ninth Dark, LLC,
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10 Counter-defendants.
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12 1. INTRODUCTION

13 1.1 PURPOSES AND LIMITATIONS

14 Discovery in this action is likely to involve production of confidential,
15 proprietary, or private information for which special protection from public
16 disclosure and from use for any purpose other than prosecuting this litigation may
17 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to
18 enter the following Stipulated Protective Order. The parties acknowledge that this
19 Order does not confer blanket protections on all disclosures or responses to
20 discovery and that the protection it affords from public disclosure and use extends
21 only to the limited information or items that are entitled to confidential treatment
22 under the applicable legal principles. The parties further acknowledge, as set forth
23 in Section 13.3, below, that this Stipulated Protective Order does not entitle them to
24 file confidential information under seal; Civil Local Rule 79-5 sets forth the
25 procedures that must be followed and the standards that will be applied when a party
26 seeks permission from the court to file material under seal.

27 1.2 GOOD CAUSE STATEMENT

28 This action is likely to involve research, development, technical, commercial,
financial, and/or proprietary information for which special protection from public

1 disclosure and from use for any purpose other than prosecution of this action is
2 warranted. Such materials and information may consist of, among other things,
3 information regarding proprietary technology, including information pertaining to
4 research, development, and part selection and specifications, commercially sensitive
5 business or financial information, other confidential commercial information,
6 including information implicating privacy rights of third parties, information
7 otherwise generally unavailable to the public, or information which may be
8 privileged or otherwise protected from disclosure under state or federal statutes,
9 court rules, case decisions, or common law. Accordingly, to expedite the flow of
10 information, to facilitate the prompt resolution of disputes over confidentiality of
11 discovery materials, to adequately protect information the parties are entitled to keep
12 confidential, to ensure that the parties are permitted reasonable necessary uses of
13 such material in preparation for and in the conduct of trial, to address their handling
14 at the end of the litigation, and to serve the ends of justice, a protective order for
15 such information is justified in this matter. It is the intent of the parties that
16 information will not be designated as confidential for tactical reasons and that
17 nothing will be so designated without a good faith belief that it has been maintained
18 in a confidential, non-public manner and that there is good cause why it should not
19 be part of the public record of this case.

20 2. DEFINITIONS

21 2.1 Action: The above-captioned action, filed in the United States District
22 Court for the Central District of California, entitled *Mar Vista Entertainment, LLC,*
23 *The Ninth House, LLC and Ninth Dark, LLC v. THQ Nordic AB, Case No. 2:23-cv-*
24 *06924-MEMF-SSC*.

25 2.2 Challenging Party: a Party or Non-Party that challenges the
26 designation of information or items under this Order.

27 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
28 how it is generated, stored or maintained) or tangible things that qualify for

protection under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement.

2.4 "HIGHLY CONFIDENTIAL-ATTORNEYS' EYES ONLY":

information or Items: information (regardless of how it is generated) that qualifies as “CONFIDENTIAL” information and contains extremely sensitive information, the disclosure of which to another party would create a substantial risk of serious competitive injury that could not be avoided by less restrictive means, including but not limited to: (i) marketing, financial, sales, web traffic, research and development, or technical data or information; (ii) commercially sensitive competitive information, including, without limitation, information obtained from a Non-Party pursuant to a current Nondisclosure Agreement (“NDA”); (iii) commercial information implicating privacy rights of third parties; (iv) information or data relating to future products not yet commercially released and/or strategic plans; (v) trade secret, or other confidential research and development information; and (vi) commercial agreements, settlement agreements, or settlement communications, the disclosure of which is likely to cause harm to the competitive position of the Producing Party.

2.5 Counsel: Outside Counsel of Record and House Counsel (as well as their support staff).

2.6 Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL-ATTORNEYS’ EYES ONLY.”

2.7 Disclosure or Discovery Material: all items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in this matter.

1 2.8 Expert: a person with specialized knowledge or experience in a matter
2 pertinent to the litigation who has been retained by a Party or its counsel to serve as
3 an expert witness or as a consultant in this Action.

4 2.9 House Counsel: attorneys who are employees of a party to this Action.
5 House Counsel does not include Outside Counsel of Record or any other outside
6 counsel.

7 2.10 Non-Party: any natural person, partnership, corporation, association, or
8 other legal entity not named as a Party to this action.

9 2.11 Outside Counsel of Record: attorneys who are not employees of a
10 party to this Action but are retained to represent or advise a party to this Action and
11 have appeared in this Action on behalf of that party or are affiliated with a law firm
12 which has appeared on behalf of that party, and includes support staff.

13 2.12 Party: any party to this Action, including all of its officers, directors,
14 employees, consultants, retained experts, and Outside Counsel of Record (and their
15 support staffs).

16 2.13 Producing Party: a Party or Non-Party that produces Disclosure or
17 Discovery Material in this Action.

18 2.14 Professional Vendors: persons or entities that provide litigation
19 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
20 demonstrations, and organizing, storing, or retrieving data in any form or medium)
21 and their employees and subcontractors.

22 2.15 Protected Material: any Disclosure or Discovery Material that is
23 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL-ATTORNEYS’
24 EYES ONLY.”

25 2.16 Receiving Party: a Party that receives Disclosure or Discovery
26 Material from a Producing Party.

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3. SCOPE

The protections conferred by this Stipulation and Order cover not only Protected Material (as defined above), but also (1) any information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected Material.

Any use of Protected Material at trial will be governed by the orders of the trial judge. This Order does not govern the use of Protected Material at trial.

4. DURATION

Even after final disposition of this litigation, the confidentiality obligations imposed by this Order will remain in effect until a Designating Party agrees otherwise in writing or a court order otherwise directs. Final disposition will be deemed to be the later of (1) dismissal of all claims and defenses in this Action, with or without prejudice; and (2) final judgment herein after the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action, including the time limits for filing any motions or applications for extension of time pursuant to applicable law.

5. DESIGNATING PROTECTED MATERIAL

5.1 Exercise of Restraint and Care in Designating Material for Protection.

Each Party or Non-Party that designates information or items for protection under this Order must take care to limit any such designation to specific material that qualifies under the appropriate standards. The Designating Party must designate for protection only those parts of material, documents, items, or oral or written communications that qualify so that other portions of the material, documents,

1 items, or communications for which protection is not warranted are not swept
2 unjustifiably within the ambit of this Order.

3 Mass, indiscriminate, or routinized designations are prohibited. Designations
4 that are shown to be clearly unjustified or that have been made for an improper
5 purpose (e.g., to unnecessarily encumber the case development process or to impose
6 unnecessary expenses and burdens on other parties) may expose the Designating
7 Party to sanctions.

8 If it comes to a Designating Party's attention that information or items that it
9 designated for protection do not qualify for protection, that Designating Party must
10 promptly notify all other Parties that it is withdrawing the inapplicable designation.

11 5.2 Manner and Timing of Designations. Except as otherwise provided in
12 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
13 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
14 under this Order must be clearly so designated before the material is disclosed or
15 produced.

16 Designation in conformity with this Order requires:

17 (a) for information in documentary form (e.g., paper or electronic documents,
18 but excluding transcripts of depositions or other pretrial or trial proceedings), that
19 the Producing Party affix at a minimum, the legend "CONFIDENTIAL" (hereinafter
20 "CONFIDENTIAL legend") or "HIGHLY CONFIDENTIAL-ATTORNEYS'
21 EYES ONLY" (hereinafter "HIGHLY CONFIDENTIAL-ATTORNEYS' EYES
22 ONLY legend"), to each page that contains protected material. If only a portion or
23 portions of the material on a page qualifies for protection, the Producing Party also
24 must clearly identify the protected portion(s) (e.g., by making appropriate markings
25 in the margins). If it is not possible to include a designation on a document itself
26 (e.g. a file served in native form), the Producing Party must clearly identify the
27 protected information in a cover letter served concurrently with the production, or
28 otherwise identify the protected information in a clear and obvious manner.

1 A Party or Non-Party that makes original documents available for inspection
2 need not designate them for protection until after the inspecting Party has indicated
3 which documents it would like copied and produced. During the inspection and
4 before the designation, all of the material made available for inspection will be
5 deemed “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL-ATTORNEYS’
6 EYES ONLY.” After the inspecting Party has identified the documents it wants
7 copied and produced, the Producing Party must determine which documents, or
8 portions thereof, qualify for protection under this Order. Then, before producing the
9 specified documents, the Producing Party must affix the “CONFIDENTIAL legend”
10 or “HIGHLY CONFIDENTIAL-ATTORNEYS’ EYES ONLY legend” to each page
11 that contains Protected Material. If only a portion or portions of the material on a
12 page qualifies for protection, the Producing Party also must clearly identify the
13 protected portion(s) (e.g., by making appropriate markings in the margins).

14 (b) for testimony given in depositions that the Designating Party identify the
15 Disclosure or Discovery Material on the record, before the close of the deposition all
16 protected testimony, or, alternatively, within thirty (30) days of receipt of the final
17 certified transcript of any deposition, any Party or Non-Party may request that the
18 original and all copies of the deposition transcript, in whole or in part, may be
19 marked “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL-ATTORNEYS’
20 EYES ONLY.” Prior to the expiration of the 30 day period, all of the testimony will
21 be deemed “HIGHLY CONFIDENTIAL-ATTORNEYS’ EYES ONLY.”

22 (c) for information produced in some form other than documentary and for
23 any other tangible items, that the Producing Party affix in a prominent place on the
24 exterior of the container or containers in which the information is stored the legend
25 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL-ATTORNEYS’ EYES
26 ONLY.” If only a portion or portions of the information warrants protection, the
27 Producing Party, to the extent practicable, will identify the protected portion(s).

5.3 Inadvertent Failures to Designate. An inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party's right to secure protection under this Order for such material. Upon timely correction of a designation after discovery, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

A party may upward designate (i.e., change any documents or other materials produced without a designation to a designation to “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL-ATTORNEYS’ EYES ONLY,” or change any Protected Material produced as “CONFIDENTIAL” to a designation of “HIGHLY CONFIDENTIAL-ATTORNEYS’ EYES ONLY”) any Discovery Material produced by any other Party or Non-Party, provided that the Discovery Material contains the upward Designating Party’s own Protected Material, or otherwise is entitled to protective treatment under Federal Rule of Civil Procedure 26(c). Upward designation shall be accomplished by providing written notice to all parties identifying (by bates number or other individually identifiable information) the Discovery Material to be re-designated. Any Party may object to the upward designation of Discovery Material pursuant to the procedures set forth herein regarding challenging designations.

6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court's Scheduling Order.

6.2 Meet and Confer. The Challenging Party will initiate the dispute resolution process (and, if necessary, file a discovery motion) under Local Rule 37.1 et seq.

1 6.3 The burden of persuasion in any such challenge proceeding will be on
2 the Designating Party. Frivolous challenges, and those made for an improper
3 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
4 parties) may expose the Challenging Party to sanctions. Unless the Designating
5 Party has waived or withdrawn the confidentiality designation, all parties will
6 continue to afford the material in question the level of protection to which it is
7 entitled under the Producing Party's designation until the Court rules on the
8 challenge.

9

10 7. ACCESS TO AND USE OF PROTECTED MATERIAL

11 7.1 Basic Principles. A Receiving Party may use Protected Material that is
12 disclosed or produced by another Party or by a Non-Party in connection with this
13 Action only for prosecuting, defending, or attempting to settle this Action. Such
14 Protected Material may be disclosed only to the categories of persons and under the
15 conditions described in this Order. When the Action has been terminated, a
16 Receiving Party must comply with the provisions of section 14 below (FINAL
17 DISPOSITION).

18 Protected Material must be stored and maintained by a Receiving Party at a
19 location and in a secure manner that ensures that access is limited to the persons
20 authorized under this Order.

21 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
22 otherwise ordered by the court or permitted in writing by the Designating Party, a
23 Receiving Party may disclose any information or item designated
24 “CONFIDENTIAL” only to:

25 (a) the Receiving Party's Outside Counsel of Record in this Action, as
26 well as employees of said Outside Counsel of Record to whom it is reasonably
27 necessary to disclose the information for this Action;

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- (b) the officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this Action;
- (c) Experts and Technical Advisors (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action, provided that the Receiving Party adhere to the provisions of section 8 of this Order;
- (d) the Court and its personnel, any other person (such as a master) who serves in a judicial or quasi-judicial function, and jurors;
- (e) court reporters and their staff;
- (f) professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);
- (g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;
- (h) Any fact witness of the Producing Party during the course of a deposition. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order;
 - (i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions; and
 - (j) Any other persons to whom all parties in writing agree, provided that such persons have first been given a copy of this Order and have executed the form attached as Exhibit A hereto.

7.3 Disclosure of “HIGHLY CONFIDENTIAL-ATTORNEYS’ EYES ONLY” Information or Items.

Unless otherwise ordered by the Court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “HIGHLY CONFIDENTIAL-ATTORNEYS’ EYES ONLY” only to:

(a) Outside Counsel of Record for the Parties and supporting personnel employed by the law firm(s) of outside litigation counsel of record, such as attorneys, paralegals, legal translators, legal secretaries, law clerks, project managers, and litigation support personnel;

(b) Technical advisers and their necessary support personnel engaged by Outside Counsel of Record for the Parties, subject to the provisions of section 8. Subject to any applicable restrictions, Outside Counsel of Record shall retain each signed Nondisclosure Agreement and produce it to opposing in accordance with the provisions of section 8. The term “technical advisor” shall mean independent outside expert witnesses, consulting experts, or consultants (i.e., not employees of a party) retained by counsel of record for the parties who are deemed reasonably necessary to assist such counsel in connection with this litigation, provided that disclosure is only to the extent necessary to perform such work; and provided that:

(a) such advisor is not anticipated at the time of retention to become an offer, director, or employee of a Party; (b) no unresolved objections to such disclosure exist after proper notice has been given to all parties as set forth in section 8;

(c) Independent contractors engaged by Outside Counsel of Record for the Parties, to the extent reasonably necessary to assist such counsel in connection with this litigation, including but not limited to (i) legal translators retained to translate in connection with this action; (ii) independent stenographic reporters and videographers retained to record and transcribe testimony in connection with this action; (iii) graphics or design services retained by counsel for purposes of preparing demonstrative or other exhibits for deposition, trial, or other court proceedings in the action; (iv) non-technical jury or trial consulting services; (v) electronic discovery vendors retained to assist with the organization and management of electronic discovery; and (vi) private investigators, provided that such persons or entities have first been given a copy of this Order and have executed the form attached as Exhibit A hereto. Subject to any applicable restrictions, counsel shall retain each signed

1 Nondisclosure Agreement, and produce it to opposing counsel at the conclusion of
2 the case;

3 (d) Any fact witness of the Producing Party during the course of a deposition;

4 (e) The Court and its personnel, any other person (such as a master or
5 mediator) who serves in a judicial or quasi-judicial function, professional
6 stenographic reporters engaged to transcribe testimony (under seal or with other
7 suitable precautions determined by the Court), and jurors; and

8 (f) Any other persons to whom all parties in writing agree, provided that such
9 persons have first been given a copy of this Order and have executed the form
10 attached as Exhibit A hereto.

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12 8. **DISCLOSURE OF CONFIDENTIAL INFORMATION TO EXPERTS AND**
13 **TECHNICAL ADVISERS**

14 The following applies for each expert and technical advisor described in
15 paragraphs 2.8 and 7.3(b) above to whom a Party desires to Disclose
16 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL-ATTORNEYS’ EYES
17 ONLY” information or under the terms of this Order:

18 (a) Prior to any Confidential Information being Disclosed to any expert or
19 technical advisor, such expert or technical advisor shall first read this Protective
20 Order and sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

21 (b) At least five (5) business days prior to the Receiving Party disclosing
22 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL-ATTORNEYS’ EYES
23 ONLY” information to any expert or technical advisor, the Receiving Party shall
24 deliver (by electronic mail) to the other Party: (1) a copy of the expert or technical
25 advisor’s signed “Acknowledgment and Agreement to Be Bound”; (2) the expert or
26 technical advisor’s resume or curriculum vitae; (3) identification of the expert or
27 technical advisor’s present employer, job title, and job description; (4) a list of all
28 cases in which the expert or technical advisor has testified at trial or deposition

1 within the last four years; and (5) identification of the expert or technical advisor's
2 relationship, if any, to a Party in this action.

3 (c) If a Party has a good faith basis for believing it would be harmed by the
4 proposed disclosure of "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL-
5 ATTORNEYS' EYES ONLY" information to the expert or technical advisor, the
6 Party shall be entitled to object to such disclosure within five (5) business days after
7 service of the information called for in paragraph 8(b). Objections must be in
8 writing and state with particularity the basis for the objection.

9 (d) In the event of such an objection to disclosure of "CONFIDENTIAL" or
10 "HIGHLY CONFIDENTIAL-ATTORNEYS' EYES ONLY" information, the
11 Parties shall meet and confer within three (3) business days to attempt to resolve the
12 concerns giving rise to the objection. If the Parties are unable to reach an agreement
13 regarding such disclosure, the Party objecting to disclosure may, within five (5)
14 business days of the meet and confer, initiate a request that the Court issue an order
15 barring such disclosure. The objecting Party shall have the burden of showing why
16 that person should not have access to "CONFIDENTIAL" or "HIGHLY
17 CONFIDENTIAL-ATTORNEYS' EYES ONLY" information. Pending resolution
18 of any such motion or application, no disclosure of "CONFIDENTIAL" or
19 "HIGHLY CONFIDENTIAL-ATTORNEYS' EYES ONLY" information shall be
20 made to that person. The filing and pendency of such motion or application shall not
21 limit, delay, or defer any disclosures of "CONFIDENTIAL" or "HIGHLY
22 CONFIDENTIAL-ATTORNEYS' EYES ONLY" information to persons as to
23 whom no such objection has been made.

24

25 9. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
26 IN OTHER LITIGATION

27 If a Party is served with a subpoena or a court order issued in other litigation
28 that compels disclosure of any information or items designated in this Action as

1 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL-ATTORNEYS’ EYES
2 ONLY,” that Party must:

3 (a) promptly notify in writing the Designating Party. Such notification
4 will include a copy of the subpoena or court order;

5 (b) promptly notify in writing the party who caused the subpoena or order
6 to issue in the other litigation that some or all of the material covered by the
7 subpoena or order is subject to this Protective Order. Such notification will include
8 a copy of this Stipulated Protective Order; and

9 (c) cooperate with respect to all reasonable procedures sought to be
10 pursued by the Designating Party whose Protected Material may be affected.

11 If the Designating Party timely seeks a protective order, the Party served with
12 the subpoena or court order will not produce any information designated in this
13 action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL-ATTORNEYS’
14 EYES ONLY” before a determination by the court from which the subpoena or
15 order issued, unless the Party has obtained the Designating Party’s permission. The
16 Designating Party will bear the burden and expense of seeking protection in that
17 court of its confidential material and nothing in these provisions should be construed
18 as authorizing or encouraging a Receiving Party in this Action to disobey a lawful
19 directive from another court.

20

21 10. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
22 PRODUCED IN THIS LITIGATION

23 (a) The terms of this Order are applicable to information produced by a
24 Non-Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY
25 CONFIDENTIAL-ATTORNEYS’ EYES ONLY.” Such information produced by
26 Non-Parties in connection with this litigation is protected by the remedies and relief
27 provided by this Order. Nothing in these provisions should be construed as
28 prohibiting a Non-Party from seeking additional protections.

5 (1) promptly notify in writing the Requesting Party and the Non-Party
6 that some or all of the information requested is subject to a confidentiality
7 agreement with a Non-Party;

13 (c) If the Non-Party fails to seek a protective order from this court within
14 14 days of receiving the notice and accompanying information, the Receiving Party
15 may produce the Non-Party's confidential information responsive to the discovery
16 request. If the Non-Party timely seeks a protective order, the Receiving Party will
17 not produce any information in its possession or control that is subject to the
18 confidentiality agreement with the Non-Party before a determination by the court.
19 Absent a court order to the contrary, the Non-Party will bear the burden and expense
20 of seeking protection in this court of its Protected Material.

22 11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

23 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
24 Protected Material to any person or in any circumstance not authorized under this
25 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
26 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
27 to retrieve or destroy all unauthorized copies of the Protected Material, (c) Send a
28 copy of this Order and inform the person or persons to whom unauthorized

1 disclosures were made of all the terms of this Order, and (d) request such person or
2 persons to execute the “Acknowledgment and Agreement to Be Bound” that is
3 attached hereto as Exhibit A.

4

5 **12. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
6 **PROTECTED MATERIAL**

7 Pursuant to Federal Rule of Evidence 502(e), the parties agree that (a) an
8 inadvertent production or disclosure of materials subject to a claim of privilege or
9 work product will not cause a waiver of such privilege or protection; and (b) if
10 either party inadvertently produces documents or materials subject to a claim of
11 such privilege or protection, the producing party will identify the inadvertent
12 disclosure and the receiving party will promptly return the materials and, in the case
13 of electronically-stored documents or materials, promptly delete and/or destroy
14 same and confirm compliance with this paragraph to opposing counsel.

15

16 **13. MISCELLANEOUS**

17 13.1 Right to Further Relief. Nothing in this Order abridges the right of any
18 person to seek its modification by the Court in the future.

19 13.2 Right to Assert Other Objections. By stipulating to the entry of this
20 Protective Order no Party waives any right it otherwise would have to object to
21 disclosing or producing any information or item on any ground not addressed in this
22 Stipulated Protective Order. Similarly, no Party waives any right to object on any
23 ground to use in evidence of any of the material covered by this Protective Order.

24 13.3 Filing Protected Material. A Party that seeks to file under seal any
25 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
26 only be filed under seal pursuant to a court order authorizing the sealing of the
27 specific Protected Material at issue. If a Party's request to file Protected Material
28

1 under seal is denied by the court, then the Receiving Party may file the information
2 in the public record unless otherwise instructed by the court.

3 **14. FINAL DISPOSITION**

4 After the final disposition of this Action, as defined in paragraph 4, within 60
5 days of a written request by the Designating Party, each Receiving Party must return
6 all Protected Material to the Producing Party or destroy such material. As used in
7 this subdivision, “all Protected Material” includes all copies, abstracts, compilations,
8 summaries, and any other format reproducing or capturing any of the Protected
9 Material. Whether the Protected Material is returned or destroyed, the Receiving
10 Party must submit a written certification to the Producing Party (and, if not the same
11 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies
12 (by category, where appropriate) all the Protected Material that was returned or
13 destroyed and (2) affirms that the Receiving Party has not retained any copies,
14 abstracts, compilations, summaries or any other format reproducing or capturing any
15 of the Protected Material. Notwithstanding this provision, Counsel are entitled to
16 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing
17 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
18 reports, attorney work product, and consultant and expert work product, even if such
19 materials contain Protected Material. Any such archival copies that contain or
20 constitute Protected Material remain subject to this Protective Order as set forth in
21 Section 4 (DURATION).

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1 15. Any willful violation of this Order may be punished by civil or criminal
2 contempt proceedings, financial or evidentiary sanctions, reference to disciplinary
3 authorities, or other appropriate action at the discretion of the Court.

4

5 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

6

7 DATED: December 30, 2024

8 /s/ Marissa B. Lewis
9 Marissa B. Lewis
10 MITCHELL SILBERBERG & KNUPP LLP
11 *Attorneys for Plaintiffs and Counter-*
12 *Defendants Mar Vista Entertainment, LLC,*
13 *The Ninth House, LLC and Ninth Dark,*
14 *LLC*

15

16 DATED: December 30, 2024

17 /s/ Michael Barer
18 Michael Barer
19 HAUG PARTNERS LLP
20 *Attorneys for Defendant and Counter-*
21 *Complainant THQ Nordic AB*

22

23 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

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25 DATED: January 27, 2025

26

27 
28 HON. STEVE KIM
U.S. MAGISTRATE JUDGE

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____, [full name], of _____, declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on [date] in the case of _____, [insert case name and number]. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint _____ [full name] of _____ [full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date:

City and State where signed:

Printed name:

Signature: